

Tenant Rights

At the Federal, State and Local Level

Workshop | June 20, 2019

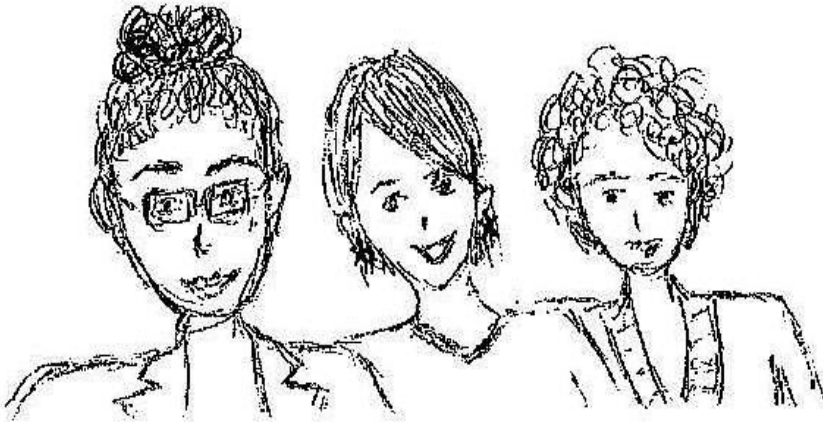


Reminder...

City Staff is not able
to offer legal advice

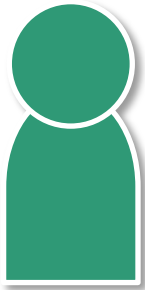
but...

we can offer tips, best
practices, and an
overview of City actions
regarding the
CSFRA

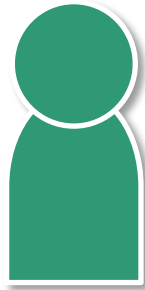


Introductions

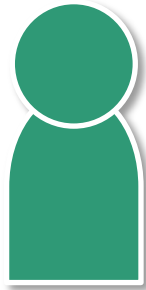
City of Mountain View CSFRA Staff



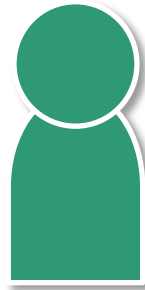
Anky
van Deursen



Patricia
Black



Andrea
Kennedy



Dianne
Jardinez



Cristina
Figuerroa Cortes

Fair Housing Attorney

Background

A voter approved measure to stabilize the community by reducing housing turnover in certain rental units by...



1.
Stabilizing Rents



2.
Providing Eviction
Protections



3.
Ensuring a Fair
Rate of Return

Background



Most multi-family rental properties built before December 23, 2016 are covered by the CSFRA.

Fully Covered

*Both Rent Stabilization and
Eviction Protections Apply*

- Built before 1995
- Multi-unit properties (except duplexes)
- Not a government or subsidized rental unit

Partially Covered

Eviction Protections Apply

- Built between 1995 and 2017
- Multi-unit properties (except duplexes)
- Not a government or subsidized rental unit

Coverage Exemptions

Multi-Family Units

First Certificate of Occupancy	Rent Increases	Just Cause	Rent Roll Back
Before February 1, 1995	✓	✓	✓
Between February 1, 1995 and December 23, 2016	✗	✓	✗
After December 23, 2016	✗	✗	✗

Fully Exempt Units

- ✗ Single Family Homes
- ✗ Condominiums
- ✗ Companion Units
- ✗ Duplexes
- ✗ Units in hotels, motels, etc. rented out for less than 30 days
- ✗ Units in hospitals, medical care facilities, dormitories, etc.
- ✗ Government or subsidized rental units

Pop Quiz!



Tenant Rights

1. Federal Law
2. State Law
3. Local Law



Federal Law

- Civil Rights Act Title VIII: Fair Housing Act
- Fair Credit Reporting Act

State Law

- CA Civil Code §§ 1925 to 1954.05; 1954.50 to 1954.605; 1961 to 1995.340
- CA Investigative Consumer Reporting Agencies Act
- CA Fair Employment & Housing Act (FEHA)
- CA Unruh Civil Rights Act

Local Law

- Community Stabilization and Fair Rent Act (CSFRA)
- Tenant Relocation Assistance Ordinance (TRAO)
- City Code Chapter 25

Tenant Rights



Pre-Tenancy

- Tenant Screening
- Rental Agreement, House Rules & Disclosures, Security Deposits
- Reasonable Accommodations



During Tenancy

- Rent Payment & Increases
- Habitability & Quiet Enjoyment
- Reasonable Accommodations



Termination of Tenancy

- Just Cause for Termination
- Noticing
- Reasonable Accommodations



Post Tenancy

- Security Deposit
- Tenant Relocation Assistance
- Reasonable Accommodations



Pre-Tenancy

1. Screening
2. Rental Agreements
3. Reasonable Accommodations

Screening



Screening

Credit Worthiness

Rental History

Past Evictions

Income

Non-Discriminatory

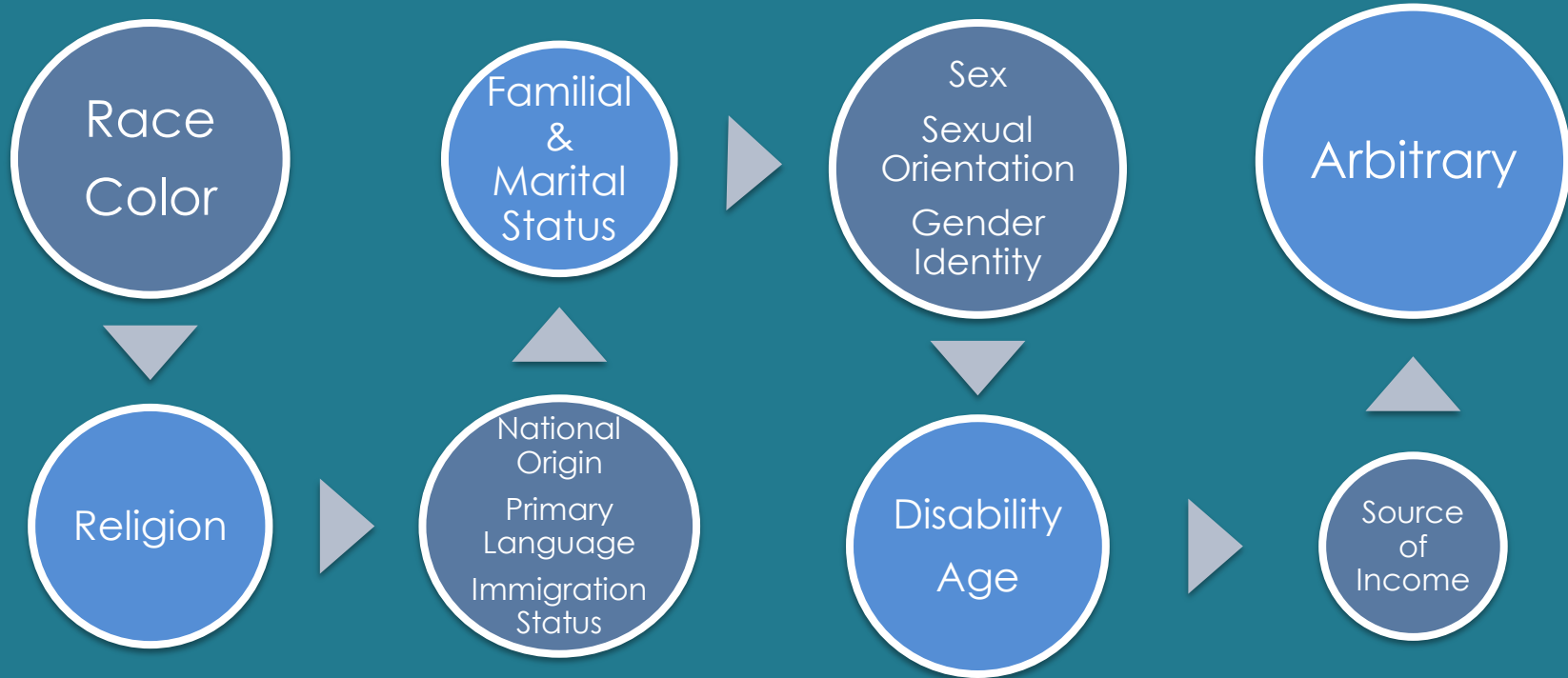


- Names and ages of occupants, phone#, prior address, copy of pay stub, bank account #

- Immigration status, familial status, ethnicity, medical info, copies of bank statements

Fair Housing Discrimination

Pre-tenancy



Pop Quiz!



Rental Agreements



Lease Provisions



Lease Provisions:

- Month to month, fixed lease term
- Name of Owner/Agent
- Who, Where, When to pay rent
- Rent amount
- Utilities
- Security Deposit amount
- Subletting
- Fees
- Disclosures
- House Rules

Reminder...

Tenants cannot waive
their rights through
signing of the lease!



Reasonable Accommodations

During Tenancy

1. Rent Payment and Increases
2. Habitability
3. Right to Enter
4. Reasonable Accommodations



Rent Payment and Increases

Base Rent

Tenancy started
on or before
Oct. 19, 2015



Base Rent =
Rent in effect on
Oct. 19, 2015

-OR-

Tenancy started
after
Oct. 19, 2015



Base Rent =
Initial Rent at Start
of Tenancy

Rent Roll Back

Starting
Dec. 23, 2016

After
Dec. 23, 2016

Until
Sept. 1, 2017

- Only Base Rent can be charged (plus allowable increases)
- If a higher rent was charged, the **overcharged rent needs to be paid back**
- **No rent increases are allowed**

Allowed Rent Increases

1. 2017 AGA: 3.4%

Between September 1, 2017 – August 31, 2018

2. 2018 AGA: 3.6%

Between September 1, 2018 – August 31, 2019

3. 2019 AGA: 3.5%

Between September 1, 2019 – August 31, 2020

4. Banked Rent Increases

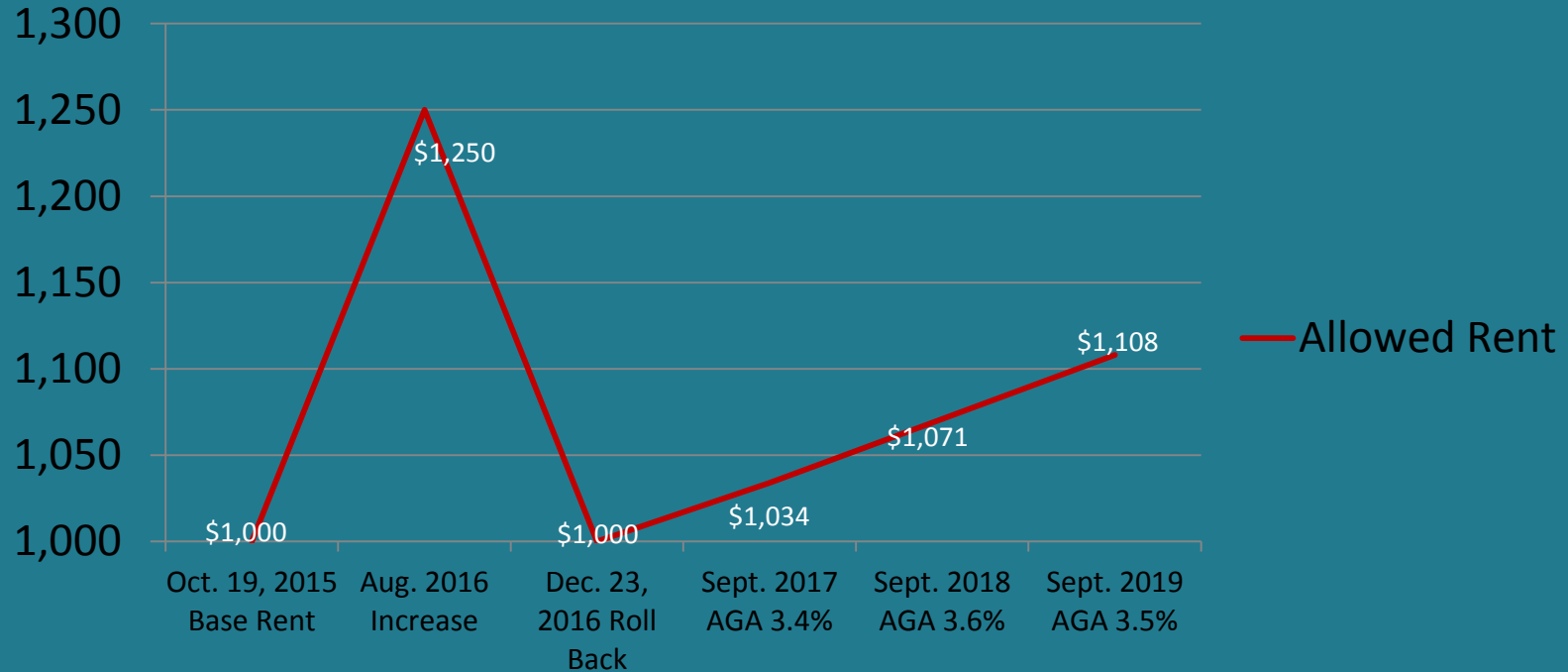
Allowed rent increases not previously charged

REMEMBER

1. Annual increase cannot exceed 10%
2. One increase per 12 months allowed

Allowed Rent Increases

Example:



Who is allowed to live in unit?

1. Eligible family members

- Mandatory notice to landlord
- Landlord may request reasonable documentation

2. Replacement Roommate

- Mandatory notice to landlord
- Landlord may perform tenant screening

3. Subletting/added roommates only when lease allows

- Subtenant rent cannot exceed total rent due to landlord by original tenant
- Disclosure of rent terms upon request

When can rents be raised to market?

1. Upon voluntary vacancy and new tenancy starts
2. All original tenants vacated and only hold-over tenants remain in rental unit

Noticing of Rent Increases

Rent Increase Notice: at least 30 days

- Only 1 rent increase per 12 months

Rent Increase Notice with added Banked Increase Percentages: at least 30 days

- Copy to RHC (within 7 days) - online
- Required language in Notice

Tenant Petitions

Petition for Downward Adjustment of Rent



Unlawful
collection of
rent
(§ 1710(d))



Failure to
maintain
habitable
premises
(§ 1710(b))



Decrease in
housing
services or
maintenance
(§ 1710(c))



Undue
Hardship
(§ 1707(d))

New Law – AB2219

In effect now

Rent Payments

- Landlord must accept 3rd party payment of rent
- If 3rd party provides signed acknowledgment that they are not currently a tenant of the premises for which rent payment is being made and that acceptance of rent payment does not create a new tenancy with the 3rd party.

Pop Quiz!



Habitability



The Law...

State Law

“Implied Warranty of Habitability”
Defines certain standards of habitability
landlords must meet
Civil Code (1941.1)
Health and Safety Codes
(§17920.3)

Local Code

Provides clarity and detail about habitability standards

MV City Code (Chapter 25)
CSFRA (Section 1706 (f))

Tenant Responsibilities

1. Take reasonable care of rental unit and common areas
2. Promptly notify LL when problems arise.
3. Responsible for damage caused by tenant or tenant's guests, children or pets (CC 1941.2)

Landlord Responsibilities

To provide Rental Units in “**habitable**” condition (CC 1941.1)

Habitability



Plumbing and
Gas



Roof, Exterior Walls



No Vermin, Garbage



Locking Doors &
Window



Heating, Electricity

Recommendations

Perform Thorough Walk-through Inspection

- At begin and end of tenancy
- Document condition of unit on checklist and take photos/video

Purchase Renters Insurance

- Affordable: protects against personal property damage

Utilize Mediation

- To pro-actively resolve disputes on short notice
- Less adversarial than court, improves relationships

Tenant Petitions

Petition for Downward Adjustment of Rent



Unlawful
collection of
rent
(§ 1710(d))



Failure to
maintain
habitable
premises
(§ 1710(b))



Decrease in
housing
services or
maintenance
(§ 1710(c))



Undue
Hardship
(§ 1707(d))

Pop Quiz!



Right to Enter

Lawful Entry

Right to Enter

Lawful Entry (CC 1954)

- Only for necessary or agreed repairs or services or allowed inspections

24 Hour Written Notice

- State time and date and purpose of entry
- Not applicable in cases of emergency (fire, flooding)
- Entry during normal business hours

Tenant does not need to be present

- Tenant has right to be present but cannot deny lawful entry
- Failure to give access, after Notice to Cease is issued and tenant continues to deny access, is Just Cause for Eviction



Reasonable Accommodations

Termination of Tenancy

1. Just Cause
2. Noticing
3. Tenant Buyouts
4. Reasonable Accommodations



Just Cause Evictions

9 Reasons for Termination

Tenant Causes

- Failure to pay rent
- Breach of Lease*
- Nuisance*
- Criminal Activity*
- Failure to give Access*

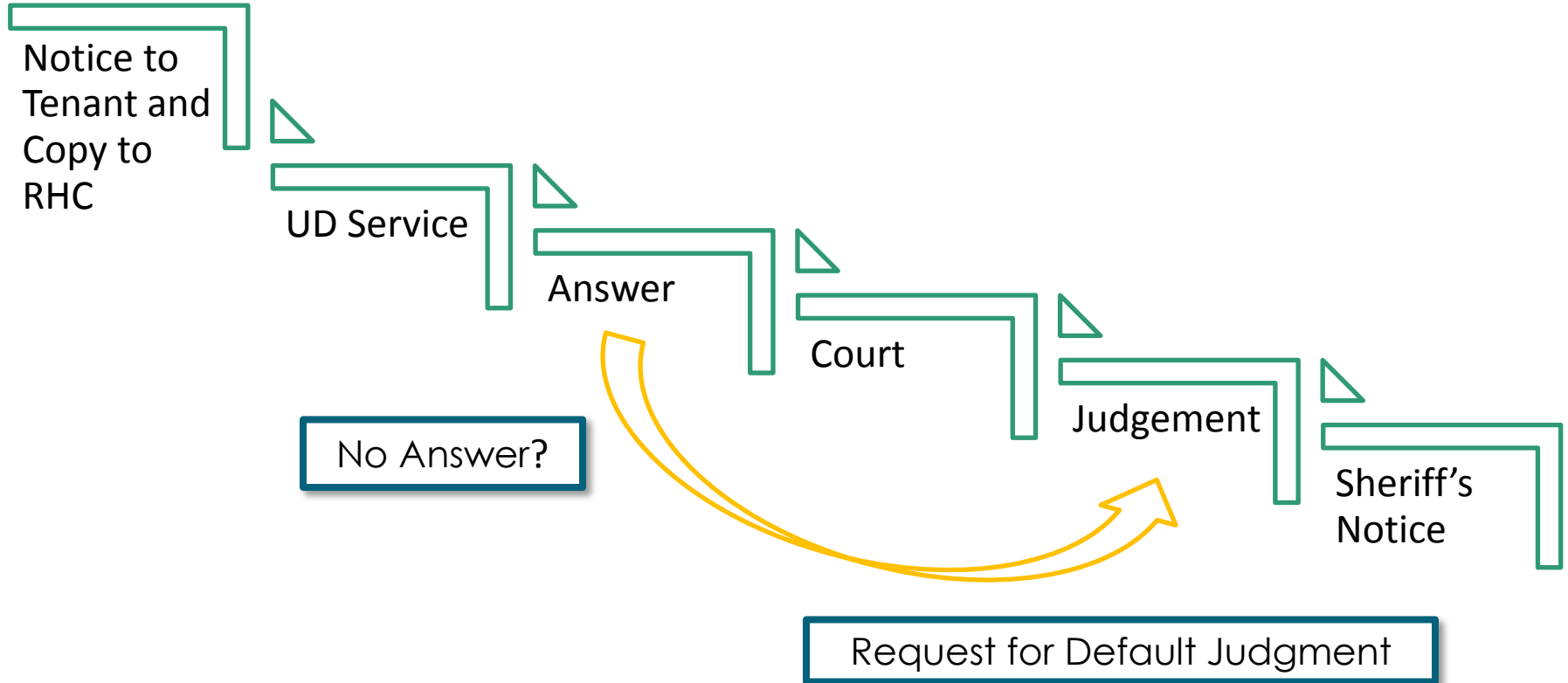
Landlord Causes

- Repairs/temporary vacancies**
- Owner move-in**
- Withdrawal from rental market**
- Demolition**

* Requires Notice to Cease, before termination notice

** Requires payment of relocation assistance to qualifying households and right of first return

Eviction Process



Constructive Evictions

Are not allowed!

Change locks

Cut off
Utilities

Harass
Occupants

Prevent
Occupants
from Entering

Unaddressed
Habitability
Issues

Breaking a Lease

If a tenant wants to leave before the lease term is up:

1. Unless tenant chooses to pay lease break penalty
2. Tenant liable for unpaid rent remaining on lease, but
3. Landlord must attempt to mitigate costs by making a reasonable effort to re-rent the unit, and
4. Tenant is no longer liable for rent from date unit is re-rented

Pop Quiz!



Noticing



Noticing Requirements

Notice of Termination: 3/30/60/120 days or 1 year

- Detail specific reason for termination
- Notify tenants of potential right to relocation assistance
- Copy to RHC (within 3 days)

Notice to Cease: *Before Termination Notice*

- To cure alleged violation by tenant
- Provide RHC telephone #: 650-903-6125

Notice of Intent: Withdrawal of Rental Units from Market

- TRA0/Relocation Agency/Tenant relocation assistance

Noticing Timelines

3 Day notice to Pay Rent or Quit



30 Days if Tenant has Rented for < 1 Year



60 Days if Tenant has Rented for > 1 Year



120 Days in case of Withdrawal Unit from Rental Market



1 Year in case of Withdrawal Unit from Rental Market and Tenant is Senior or Disabled

New Law – AB2343

In effect September 1, 2019

Eviction Noticing

- Excludes weekends and holidays in calculating response times for non payment and breach of lease notices, and for responses to UD lawsuits.
- 3-day Notice to Pay or Quit: Notice served on Friday, rent is due Wednesday.
- 5 day Response: UD served on Friday, response is due on Friday.

A large, stylized teal magnifying glass icon is positioned on the left side of the slide. It consists of a circular lens and a handle, both rendered in a solid teal color. The handle is angled downwards and to the left.

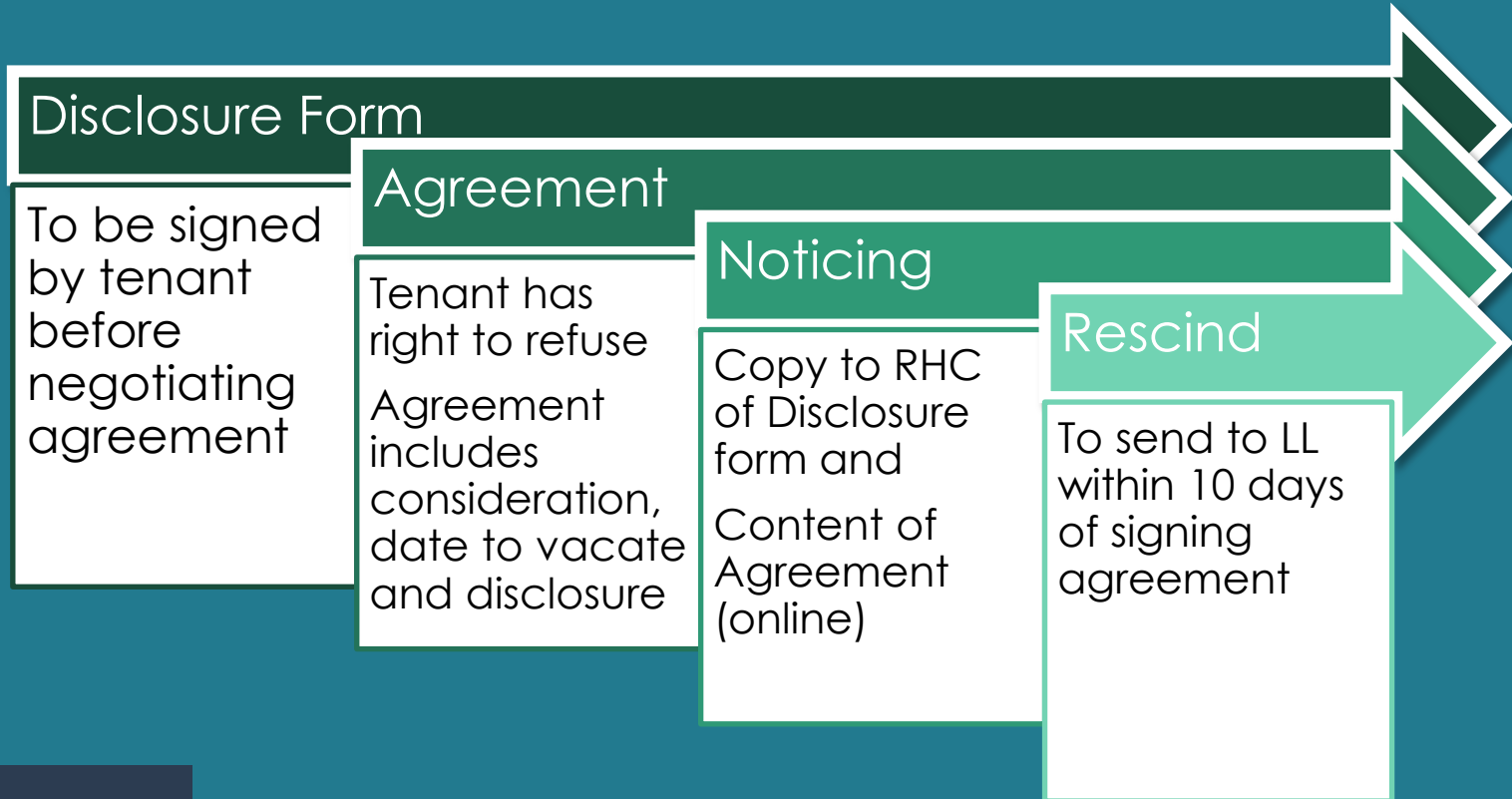
Tenant Buyouts

Agreements

Any agreement through which a landlord pays a tenant money or other consideration, including but not limited to a waiver of rent, in exchange for the tenant vacating a rental unit.

Tenant Buyout Process

Tenant Buyout





Reasonable Accommodations

Post Tenancy

1. Security Deposits
2. Tenant Relocation Assistance



Security Deposits

Allowed Deductions



Unpaid
Rent



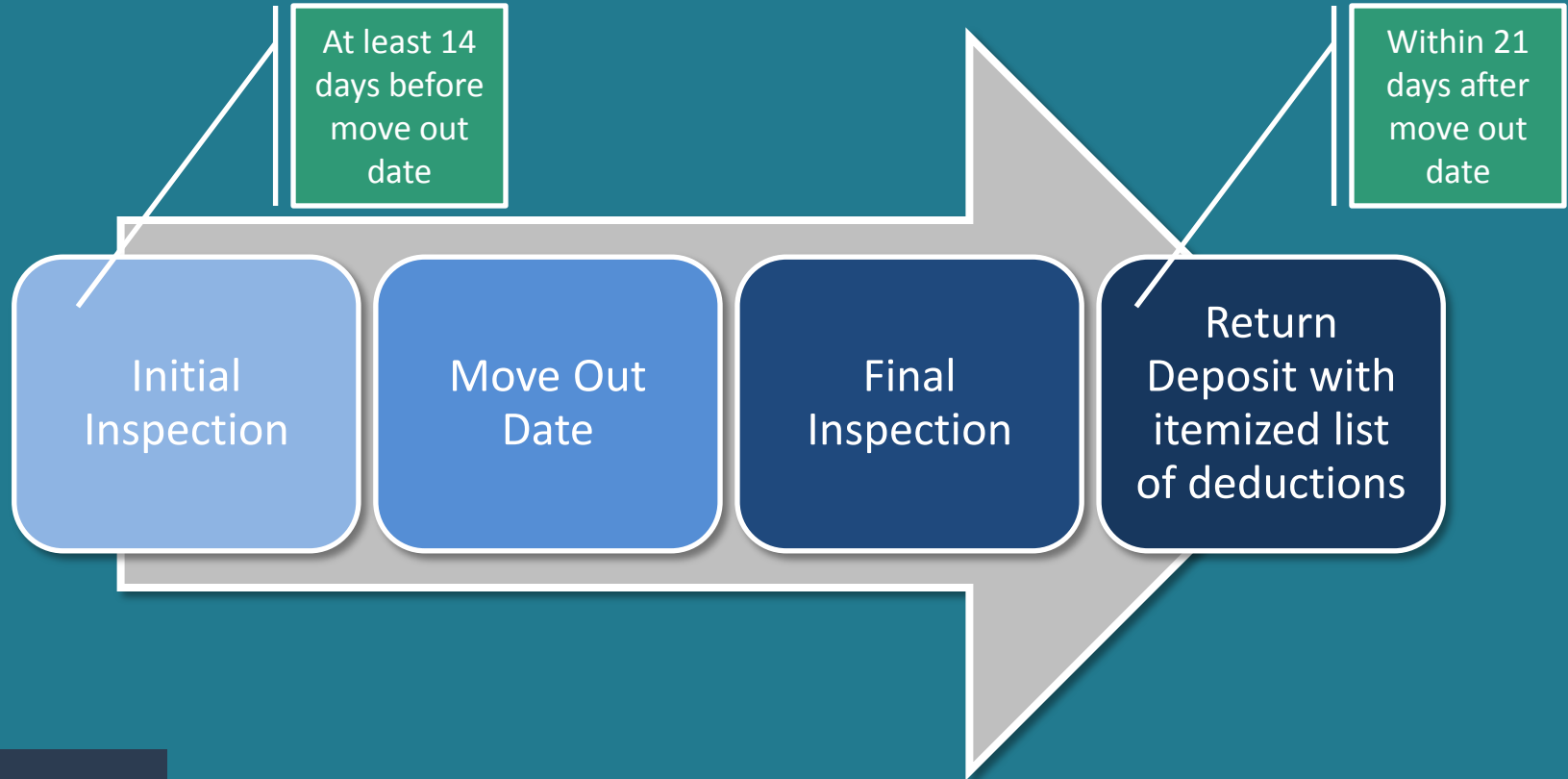
Damage
to
Property



Cleaning

Process

Security Deposits



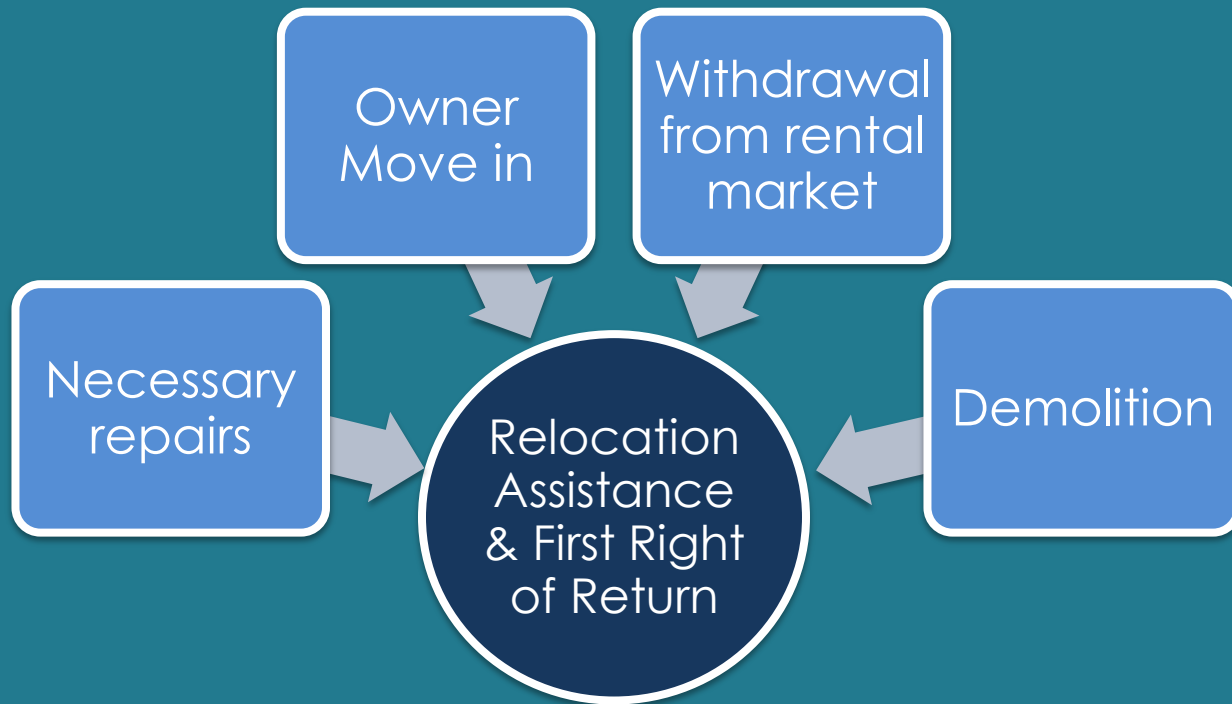
Pop Quiz!





Tenant Relocation Assistance (TRAQ)

Reasons for Eviction



Relocation Assistance Eligibility

Household Size	1	2	3	4	5	6
100% AMI	\$92,000	\$105,100	\$118,250	\$131,400	\$141,900	\$152,400
120% AMI	\$110,400	\$126,150	\$141,950	\$157,700	\$170,300	\$182,950

*2019 State Average Median Income adjusted for household size
(HCD Santa Clara County)

Relocation Assistance Benefits

Refund security deposit



```
graph TD; A[Refund security deposit] --> B[60 day subscription to Rental Agency]; B --> C[3 months rent for average similar sized unit in MV]; C --> D["$ 3,389 for special circumstance households (seniors, minors, disabled)"]
```

60 day subscription to Rental Agency

3 months rent for average similar sized unit in MV

\$ 3,389 for special circumstance households
(seniors, minors, disabled)

Pop Quiz!



First Right of Return



Following termination, same rental unit is returned to market



Tenant advises owner in writing if interested & provide forwarding address



Owner obligated to inform City and Tenant when that unit is being re-rented

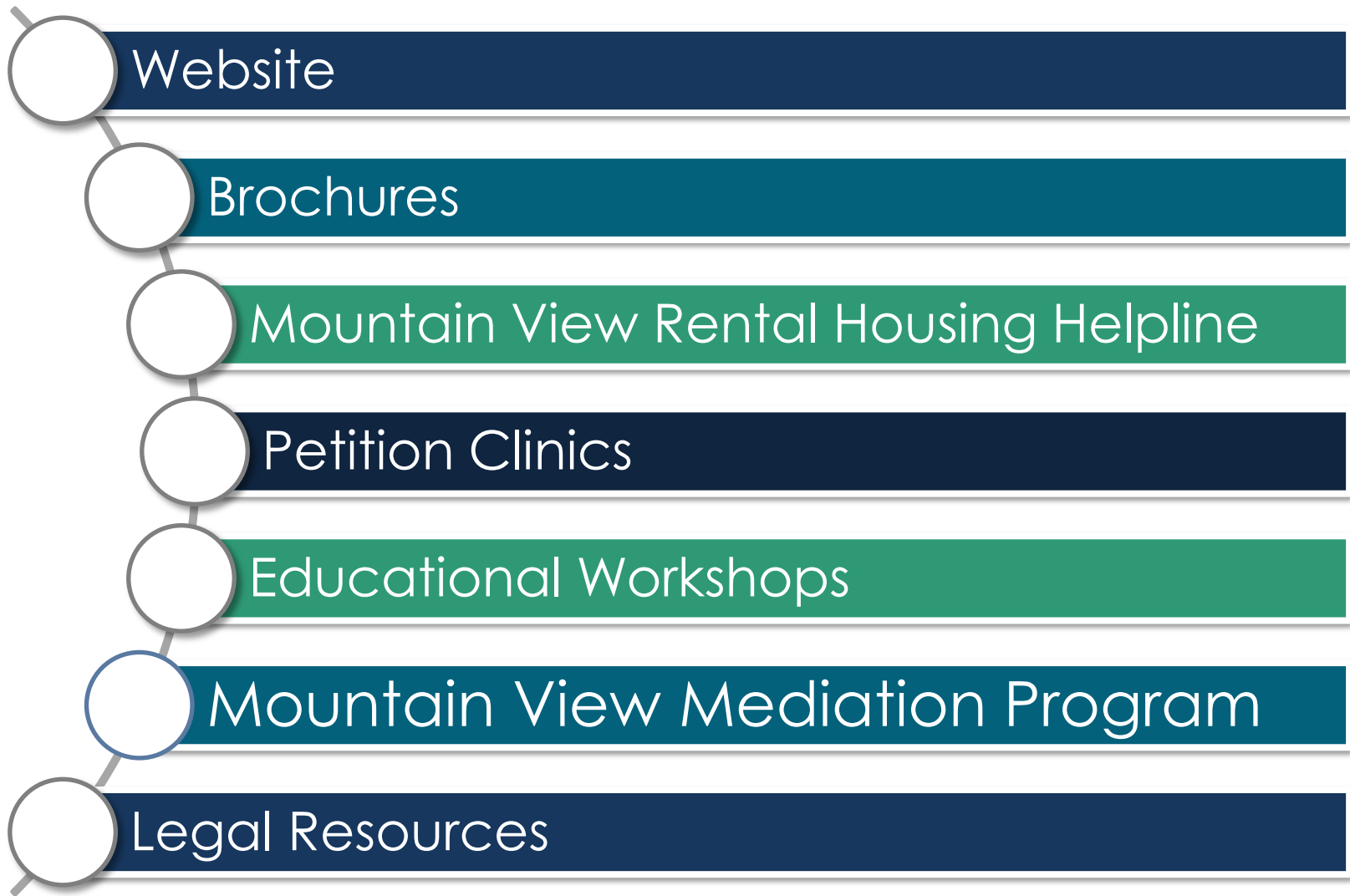
First Right of Return

Terms of First Right of Return Benefits

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Actual & Exemplary Damages									
Period of Vacancy Control (punitive damages not to exceed 6 months rent for failure to notify)									
Period of First Right of Return (negotiable rent year 6-10)									

Resources

Available for the Mountain View Community



[Rent Stabilization Home](#)

[Tenants](#)

[Landlords](#)

[Forms & Notices](#)

[CSFRA Act, Regulations & Resolutions](#)

[Rental Housing Committee](#)

[Resources](#)

[INTEREST LIST](#)

[AFFORDABLE HOUSING MAP](#)

[BMR UNITS](#)

[PROJECTS COMING SOON](#)

[NEIGHBORHOOD MEETING](#)

RENT STABILIZATION

[+ Share](#)

[Home](#) » [...](#) » [CD](#) » [Neighborhoods](#) » [Rent Stabilization](#)



The City of Mountain View implements the Community Stabilization and Fair Rent Act (CSFRA), a voter approved measure (Measure V, 2016), to stabilize the community by reducing rental housing turnover in certain rental units. Program staff work with tenants and landlords to achieve the three main goals of the CSFRA:


1. Stabilize rents
2. Provide eviction protections
3. Ensure a fair rate of return on investment for landlords

Program Brochure

What is the Community Stabilization and Fair Rent Program?

The City of Mountain View implements the Community Stabilization and Fair Rent Act (CSFRA), a voter approved measure (Measure V, 2016), to stabilize the community by reducing rental housing turnover in certain rental units.

What units are covered?



Most multi-family rental properties built before December 23, 2016 are either fully or partially covered by the CSFRA.

Fully Covered

- Built before 1995
- 3 or more units
- Not a government or subsidized rental unit

Partially Covered

- Built between 1995 and 2017
- 3 or more units
- Not a government or subsidized rental unit


To check if your multi-family rental property is covered by the CSFRA, use the map tool provided by the City of Mountain View at mountainview.gov/rentstabilization

Mountain View Housing Helpline


Phone: (650) 282-2514

Email: csfra@housing.org

Address: 500 Castro Street, Mountain View, CA 94041




Walk-in Office Hours
Thursdays
12:00 p.m. to 2:00 p.m.
City Hall, 1st Floor
Public Works Front Conference Room



CSFRA Workshops
1st and 3rd Fridays
1:00 p.m. to 3:00 p.m.
City Hall, 2nd Floor
Plaza Conference Room

City of Mountain View
mountainview.gov/rentstabilization

Community Stabilization and Fair Rent Act Program



What are the goals of the CSFRA?

- Stabilize Rents
- Provide Eviction Protections
- Ensure a Fair Rate of Return

Stabilize Rents

- Landlords may raise the rents of **fully covered** units **once every 12 months**
- State law requires landlords to provide written notice of a rent increase
- Tenants may file a petition for 4 reasons:
 - Payment of rent in excess of lawful rent
 - Violation of health and safety or building codes
 - Reduction in services or maintenance
 - Undue tenant hardship
- Before filing a petition, tenants should **carefully review** instructions located on the website and in the petition form

Provide Eviction Protections

- Both **fully** and **partially covered** units have eviction protections
- A tenancy can only be terminated for 7 specific reasons
- Termination Notices must state the reason a tenant is being evicted
- Landlords must:
 - Give a "Notice to Cease" before issuing certain terminations
 - File a copy of Termination Notices with the Rental Housing Committee
 - Offer relocation payments and a First Right of Return for eligible tenants for certain terminations

Ensure a Fair Rate of Return

- Rents can be raised on **fully covered** units:
 - Once every 12 months
 - By a CPI percentage announced annually by the RHC
- Landlords may file a petition for upward adjustment of rent for 1 reason:
 - Ensure a fair and reasonable rate of return
- The petition process ensures a fair rate of return by maintaining **net operating income** for a property from year to year
- Before filing a petition, Landlords should **carefully review** instructions located on the website and in the petition form

Rental Housing Helpline

Contact Information

Phone: (650) 282-2514

Email: csfra@housing.org

Mountainview.gov/rentstabilization

Walk-in Office Hours

Thursdays

12:00 p.m. to 2:00 p.m.

City Hall, 1st Floor

Public Works Front Conference
Room

(habla español)

Petition Clinics

We've Moved!

Petition Clinics now held at our
new office!

298 Escuela Ave.
Mountain View, CA

1st and 3rd Friday of the Month!



2019 Workshops

Community Stabilization and Fair Rent Act (CSFRA) Program

– 2019 Workshops –

Feb. 21 The Landlord-Tenant Connection: Tips 4 Talking	Mar. 18 Maintaining Habitability (Landlord Focused)	April 18 Maintaining Habitability (Tenant Focused)
May 16 Landlord Rights (Federal, State, Local)	June 20 Tenant Rights (Federal, State, Local)	July 18 CSFRA Basics and Updates: 2019 AGA
Aug. 15 Evictions 101 (Landlord Focused)	Sept. 12 Evictions 101 (Tenant Focused)	Oct. 24 Security Deposits 101
Nov. 14 Addressing Challenging Tenants (Landlord Focused)	Dec. 12 Addressing Challenging Living Situations (Tenant Focused)	

FOR RENT

Mountain View City Hall | 500 Castro Street
Plaza Conference Room | 2nd Floor
6:30 p.m.

CSFRA Program
P.O. Box 7540
Mountain View, CA 94039-7540

Mountain View Rental Housing Helpline
☎ (650) 955-5314 #csfrahousing.org
500 Castro Street, Mountain View, CA

May 16
Landlord Rights
(Federal, State, Local)

June 20
Tenant Rights
(Federal, State, Local)

July 18
CSFRA Basics and Updates:
2019 AGA

MV Meditation Program



- Free!
- Mediated discussion
- Confidential
- High success rate

Legal Resources



Community Legal Service
in East Palo Alto

(650) 391-0354 | clespa.org



Bay Area
Legal Aid

(408) 850-7066 | baylegal.org/get-help



Volunteer Eviction Assistance
Collaborative (Law Foundation
of Silicon Valley)

(408) 280-2424 | lawfoundation.org

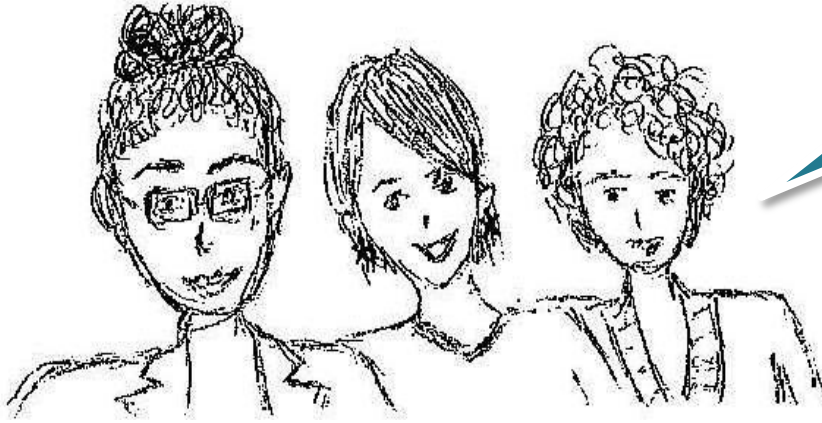


Superior Court
Self-Help Center
(408) 882-2926

scscourt.org/self_help/civil/ud/ud_resources.shtml

Questions?

Comments or
suggestions on
CSFRA Workshops?
Take a moment to fill
out the survey!



Tenant Rights

At the Federal, State and Local Level

Workshop | June 20, 2019

